Terms of Website Use

1.1. This page (together with any documents referred to on it) tells you the terms of use on which you may make use of our website ("Website"), whether as a guest, a registered user or for the purpose of booking events ("Services") with us.

1.2. Please read these terms of use ("Conditions") carefully before you start to use the Website. By using our Website, you indicate that you accept these Conditions and that you agree to abide by them. In addition, by clicking on the button marked "I Agree" when ordering Services through our Website you agree that these Conditions will apply to the purchase of any such Services ("Contract").

1.3. DDRC (as defined below) may revise these Conditions at any time by updating this posting. You should check the Website from time to time to review the then current Conditions, because they are binding on you.

1.4. You should print a copy of these Conditions or save them to your computer for future reference however, once printed or saved to your computer you should recognise that the document becomes uncontrolled and will not be updated in line with current policies.

2. Information about us

2.1. DDRC Healthcare is a UK registered charity (charity number 279652) and is registered in England and Wales with company number 01480369. DDRC Professional Services Limited (incorporated and registered in England and Wales with company number 03004311) and DDRC Medical Services Limited (incorporated and registered in England and Wales with company number 07560790) are subsidiaries of DDRC Healthcare and all have a registered office address of:

Hyperbaric Medical Centre
Plymouth Science Park
8 Research Way
Plymouth
Devon
PL6 8BU
UK

and together are referred to as "DDRC", "we", "us" or "our" in these Conditions.

2.2. DDRC Healthcare's VAT registration number is 631 4167 63.

2.3. The DDRC Professional Services Limited's VAT registration number is 737 2942 13.

3. Information about you

3.1 DDRC Healthcare understands your personal data is entrusted to us and the importance of protecting and respecting your privacy. DDRC Healthcare comply fully with Data Protection laws in force in the UK and EU and with all applicable clinical confidentiality guidelines. Our Privacy Policy sets out the basis on which we collect

and process personal data about you including our practices regarding the collection, use, storage and disclosure of personal data that we collect from you and/or hold about you, and your rights in relation to that data. You can find a copy at www.ddrc.org/privacy-policy/ or ask a member of staff to provide you with a copy.

3.2. By using this Website, you consent to such processing and you warrant that all data provided by you is accurate.

4. Information on the Website

4.2. Whilst every effort is made to update the information contained on the Website, DDRC does not warrant the accuracy or completeness of the material on the Website (including any information which may be provided by any third party or data or content providers).

4.3. The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. We therefore disclaim all liability and responsibility (to the maximum extent permitted by law) arising from any reliance placed on such materials by any visitor to the Website, or by anyone who may be informed of any of its contents.

4.4. DDRC may, at any time without notice, make changes to the material on the Website or to any services and prices described in it and may discontinue any aspect or feature of the Website.

4.5. No information shall be construed as advice, and information is offered for information purposes only and is not intended for trading purposes.

4.6. The material on the Website may be out of date and DDRC makes no commitment to update such material. You rely on the information contained on the Website at your own risk. If you find an error or omission at this Website, please email us at info@ddrc.org.

5. Licence

5.2. You are permitted to view, print and download material from the Website (including without limitation web pages, documents, graphics and videos) for your own personal use on the following basis:

- no material is to be republished (including republication on another website) without first obtaining the consent of DDRC;
- no material is to be sold, leased or otherwise sub-licensed;
- no material is to be reproduced, duplicated, copied or otherwise exploited for a commercial purpose;
- no material is to be redistributed, with the exception of content expressly stated to be available for distribution including newsletters;

- no material is to be modified or edited in any way and you must not use any graphics video or audio sequences separately from any accompanying text.

5.3. Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website (including without limitation photographs, videos and graphical images) are owned by DDRC or its licensors. For the purposes of the Conditions, any use of extracts from the Website other than in accordance with paragraph 5.1 for any purpose is prohibited. If you breach any of the terms in the Conditions, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.

6. External Links

6.2. External links are provided on the Website solely for your convenience. If you use these links, you leave the Website. DDRC has not reviewed all of the content on these third party websites and they are beyond the control of DDRC which does not endorse or make any representations about third party websites or their content, results, material or availability. Use or reliance on any external links and the content thereon provided is at your own risk and when visiting external links you must refer to that external websites terms and conditions of use (including any privacy policy that they may have).

6.3. Links to the DDRC website.
You are welcome to link to the DDRC website. However, please ensure you comply with the following conditions:

- You must not mislead in any way that DDRC endorses your products, services or organisation;
- You do not use any DDRC trademarks including our logo without the express permission of DDRC;
- It is your responsibility to ensure links to the DDRC website are kept updated. We will not notify you if we move any content;
- We reserve the right to ask websites to remove links to the DDRC website from websites we deem inappropriate;

6.4. You hereby indemnify DDRC against any loss, liability, damage or expense of whatever nature which DDRC or any third party may suffer which is caused by or attributable to, whether directly or indirectly, your breach of paragraph 6.2.

7. Public Forums and User Submissions, Misuse of Website

7.2. Other than personally identifiable information, which is covered under our privacy policy, any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. DDRC shall have no obligations with respect to such material. Any material (whether submitted by you or any other user) is not endorsed, reviewed or approved by DDRC.

7.3. You are prohibited from posting or transmitting to or from the Website any material that:

- defames, abuses, harasses, stalks, threatens or otherwise violates the rights of other users or any third parties;
- is defamatory, obscene, pornographic, indecent, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory or unlawful;
- is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data);
- constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world (including, without limitation, violation of copyright, trade mark, intellectual property rights, breach of confidence or breach of privacy);
- contains marketing or promotional material which is intended to solicit business.

7.4. DDRC reserves the right, at its absolute discretion, to remove any material submitted or posted by you on the Website, without notice to you.

7.5. You must not misuse our Website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

7.6. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on it, or on any website linked to it.

7.7. You hereby indemnify DDRC against any loss, liability, damage or expense of whatever nature which DDRC or any third party may suffer which is caused by or attributable to, whether directly or indirectly, your breach of these terms and conditions.

8. Service Access

8.2. Access to our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Website without notice (see below). We will not be liable if for any reason our Website is unavailable at any time or for any period.

8.3. From time to time, we may restrict access to some parts of our Website, or our entire Website, to users who have registered with us.

8.4. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Conditions. You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Conditions, and that they comply with them.

9. Registration

9.2. Each registration is for a single user only. DDRC does not permit you to share your user name and password with any other person nor with multiple users on a network.

9.3. Responsibility for the security of any passwords issued rests with you.

10. The following terms relate to Services sold by DDRC to you, if you are a consumer.

10.2. As a consumer, you have legal rights in respect of the Services ordered. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Conditions will affect these legal rights.

11. The following terms relate only to Services sold by DDRC, if you are a business customer.

11.2. If you are not a consumer, you confirm that you have authority to bind any business on whose behalf to purchase Services.

12. Our right to vary these Conditions.

12.2. We may revise these Conditions from time to time.

12.3. Every time you order Services from us, the Conditions in force at that time will apply to the Contract between you and us.

13. The following relates only to Services provided by DDRC and booked over the Website

13.2. Once you have submitted your order for Services to us and agreed to accept our Conditions, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in paragraph 13.2.

13.3. We will confirm our acceptance to you by sending you an e-mail that confirms that the Services have been ordered (Order receipt). The Contract between us will only be formed when we send you the Order receipt.

13.4. If we are unable to supply you with Services, for example because an event is fully booked or no longer available, or because of an error in the price on our Website, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Services, we will refund you the full amount as soon as possible.

13.5. If you order Services/book an event via the Website you will be required to pay the full fee at the time of making the booking using our online booking system.

13.6. If in the same transaction you book a group of 6 or more people on the same course for the same date, a 5% discount will be applied to the full course fee.

13.7. Alterations/Cancellations – If you need to cancel or alter an event booking please contact us at info@ddrc.org. If you are a consumer, the provision of paragraph 14 will apply to any cancellation.

13.8. Subject to paragraph 14, the following refund rates will apply to a booking cancellation or alteration:

13.8.1. Cancellation or alteration date not less than 8 weeks prior to the start date of the event will qualify for a 100% refund;

13.8.2. Cancellation or alteration date less than 8 weeks but more than 2 weeks prior to the start date of the event will qualify for a 50% refund or 80% transfer to another available event;

13.8.3. Cancellation or alteration date less than 2 weeks prior to the start date of the event will not be eligible for any refund.

13.9. For services related to medical examinations, non-attendance or attendance >15 minutes late for the beginning of the medical session, we reserve the right to cancel the session and retain the cost.

13.10. We will refund you on the credit card or debit card used by you to pay.

13.11. Additional fees incurred under this paragraph 13 must be paid by you within one week of notification in writing by DDRC to you of such additional fees being payable.

13.12. All information conveyed during an event provided by DDRC will be designed to fulfil the requirements of that particular event as required by the accrediting organisation. No warranty as to effectiveness of information supplied is given; it is your responsibility to assess the efficacy of information or skills provided in relation to the specific tasks being undertaken. DDRC gives no warranty in respect of course material or presentation and to

the maximum extent permitted by law, excludes all liability for any loss (including consequential loss) arising from any error or omission in the course material or presentation.

13.13. For services relating to medical examinations, the service relates to the competent assessment according to the criteria of the licencing authority. The service does not guarantee the issue of a certificate if the relevant criteria are not met.

14. Your consumer right of return and refund.

14.2. If you are a consumer, you have a legal right to cancel a Contract under The Consumer Rights Act 2015 during the period set out below in paragraph 14.2. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to receive the Services, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations are available from your local Citizens' Advice Bureau or Trading Standards office.

14.3. Your legal right to cancel a Contract starts from the date of the Order Confirmation, which is when the Contract between us is formed. You can Cancel the Contract within a period of 14 (fourteen) days starting from the day after the day you receive the Order Confirmation.

14.4. To cancel a Contract, you must contact us in writing by sending an e-mail to info@ddrc.org or by sending a letter to our registered office address shown at 2.1 above. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail.

14.5. You will receive a full refund of the price you paid for the Services provided that you cancel the Contract in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. We will process the refund due to you as soon as possible and, in any case, within 14 working days (as described above) of the day on which you gave us notice of cancellation as described in paragraph 14.3.

14.6. Details of your legal right to cancel and an explanation of how to exercise it are provided in the Order Confirmation.

14.7. Your legal rights are not affected by the cancellation policy in this paragraph 14 or these Conditions. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

15. How to pay

15.2. You can only pay for Services using a debit or credit card.

15.3. Payment for the Services is at the time of booking. We will charge your debit or credit card immediately upon acceptance by us of your order.

15.4. Payment for Services is in accordance with paragraph 13 above.

16. Our liability if you are a business customer.

16.2. Nothing in these Conditions limit or exclude our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

or

- any liability which cannot be excluded or limited by law.

16.3. Subject to paragraph 16.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- any loss of profits, sales, business, employment or revenue;
- loss or corruption of data, information or software;
- loss of business opportunity;
- loss of anticipated savings;
- loss of goodwill;

or

- any indirect or consequential loss.

16.4. Subject to paragraph 16.1 and paragraph 16.2, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Services ordered by you.

16.5. Except as expressly stated in these Conditions, we do not give any representation, warranties or undertakings in relation to the services. Any representation, condition or warranty which might be implied or incorporated into these Conditions by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the services are suitable for your purposes.

17. Our liability if you are a consumer.

17.2. If we fail to comply with these Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or

damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

17.3. We only supply the services for domestic and private use. You agree not to use the services for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

17.4. We do not in any way exclude or limit our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;
- or any other liability which we are prevented by law from limiting or excluding.

18. Events outside our control

18.2. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in paragraph 18.2.

18.3. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

18.4. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

18.4.1. we will contact you as soon as reasonably possible to notify you;

and

18.4.2. our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

19. General

19.2. The Conditions and any Contract (if applicable) constitute the entire agreement between us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in the Conditions or the Contract.

19.3. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or

remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

19.4. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19.5. DDRC may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. You may not assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under the Contract without our prior written consent.

19.6. A person who is not a party to a Contract shall not have any rights under or in connection with it.

19.7. The Conditions and any Contract (as applicable) shall be governed by and construed in accordance with the laws of England and Wales. You hereby consent to the exclusive jurisdiction of the courts of England and Wales in respect of any disputes arising in connection with the Website, any Contract or any of the Conditions or any other matter related to or in connection therewith.

19.8. If you have any questions, comments or concerns arising from the website, the privacy policy or any other relevant terms and conditions, policies and notices or the way in which we are handling your personal information please contact us at info@ddrc.org.

20. Conduct

20.1 You will be expected to comply with DDRC Healthcare code of conduct whilst on site and in communication. DDRC Healthcare and its subsidiaries do not accept verbal or physical abusive behaviour toward staff, patients, students or any other visitor at the centre. Any breach of this may result in you being asked to leave the building. In this event, visitors and students will not be entitled to any refund for course costs.

20.2 If during the course of a medical examination it becomes apparent to the clinical team that you are withholding information relevant to your examination or there is any suspicion of dishonesty or subterfuge then we reserve the right to end the assessment without refund Full terms and conditions are available on our website www.ddrc.org